

# **EXHIBIT 1**

**Email exchange between  
Skillz Inc. and Plaintiff John  
Prignano on March 13, 2020**

**EXHIBIT 1**

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**From:** Elliott Kaplan <ekaplan@skillz.com>  
**Sent:** Friday, March 13, 2020 3:52 PM  
**To:** [REDACTED]  
**Cc:** sthapar@lawjw.com; Legal  
**Subject:** Re: Skillz Gameplay Review  
**Attachments:** Letter to Prignum42 re Gameplay Review (03.12.2020).pdf

Mr. Prignano,

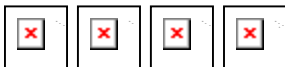
Please find attached a letter regarding your Gameplay Review.

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**Elliott Kaplan**

VP of Customer Advocacy, GM of Skillz PDX

[ekaplan@skillz.com](mailto:ekaplan@skillz.com) [www.skillz.com](http://www.skillz.com)



CONFIDENTIALITY NOTICE: The materials in this electronic mail transmission (including attachments) are private and confidential and are the property of the sender, Skillz Inc. The information contained in the material is intended only for the use of the named addressee(s). If you are not a named addressee, be advised that any unauthorized disclosure, copying, distribution or the taking of any action in reliance on the contents of this material is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender by sending an e-mail message and thereafter, destroy it immediately.



March 13, 2020

**Personal and Confidential**

John Prignano (via email)

Re: Skillz Gameplay Review

Dear Mr. Prignano:

As you know, your account has been suspended pending investigation of your gameplay. After a detailed investigation, Skillz has determined that you have committed multiple violations of our Terms and Conditions (the "Terms") despite prior warnings. Capitalized terms used but not defined herein have the meanings ascribed to them in the Terms. These violations include:

- Intentionally poor play to gain a competitive advantage
- Deliberately aborting matches to manipulate Skillz internal refund policies
- Colluding with other players to manipulate Skillz League outcomes
- Soliciting other players to manipulate Skillz Fraud and Fairplay infrastructure

Our conclusions are supported by both internal analytics and review as well as credible third party sources.

Section 4 of our Terms requires you to comply with all terms therein, and Section 7.1 prohibits you from committing fraud. Section 7.3 of the Terms specifically prohibits cheating:

7.3. Cheating, Fraud, and Abuse. In accessing or participating in Services or using the Software, you represent and warrant to us that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Services or Software. ***Anyone who engages in, participates in, or displays behavior that may be interpreted, in our sole discretion, as unfair methods in participating in Services or using the Software***, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), ***intentionally poor play in certain games to achieve competitive advantage, collusion with other players (e.g. intentionally losing rematches in Cash Competitions)***, deliberate transfer of money between accounts (e.g., "money laundering"), harassment of other participants, posting objectionable material, breach of these Terms, breach of security of your Account or, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, "Abuse"), ***you will be subject to immediate sanction (as determined by us in our sole discretion), which may include, without limitation: (1) immediate termination of your Account and blocking of your access to the Website and Services; (2) any Winnings that***

***you may otherwise have been entitled to receive shall be void and forfeited; and (3) any Winnings received by you shall be subject to disgorgement and/or recoupment.*** In addition to the foregoing, we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including without limitation recovering all of our fees and expenses (including reasonable attorneys' fees) in connection with such efforts.

Based on your violation of the Terms as outlined in this letter, Skillz is permanently banning you from using any of its Services. Your Winnings shall be void, forfeited and subject to disgorgement and/or recoupment. This letter is without prejudice to any remedy or legal action by Skillz. All rights reserved.

Sincerely,

A handwritten signature in black ink, appearing to be 'EK' or similar initials, written in a cursive style.

Elliott Kaplan

VP of Customer Advocacy, GM of Skillz PDX

cc: sthapar@lawjw.com (via email)  
legal@skillz.com (via email)